Attached is some recent info. My thanks to all who contributed!!!
Ken

  - [hipaalive]   TCS - Medicaid HIPAA Code Set Project - BELOW
  - HCFA Medicaid - ATTACHED - thanks to Marvin Felli
        Note: Marvin's original document had the Privacy Rule
          attached. Due to the size of the document it is not re-sent
          here but is available via the Federal Website:
              And it's huge, 1,535 pp. in .pdf. If you want your own copy go to
              <http://aspe.hhs.gov/admnsimp/FINAL/Final%20Privacy%20Rule.pdf>.
  - Site for a Guide to Understanding and Complying, and other info - BELOW
  - [HIT] HIPAAhopping: Business Partners - For Educational Purposes
        Only - BELOW

*************** Site for a Guide to ..... **************************
Site for a Guide to Understanding and Complying with HIPAA Security and Privacy
Regulations updated to include Final Privacy Rule:
www.hipaacomply.com
They have a "White Paper" at:
http://www.hipaacomply.com/downloads/Beacon%20Partners%20Guide%20to%20Understanding%20HIPAA%20
Security%20&%20Privacy_010801.pdf

>>> MJackson@OutlookAssoc.com 01/09/01 01:23PM >>>
*** This is HIPAAlive! DON'T FORGET to delete excess quoted messages when posting to HIPAAlive. Sign up for our
Members Only Doc Site at http://www.hipaadvisory.com/live/index.htm
=========================
Below is the link for the email list of the National Medicaid HIPAA Work
Group.
http://list.nih.gov/archives/namediwork-l.html
There are several questions you'll need to answer and you must be approved
to join but I had no problem.
Hope this helps.
Marcallee Jackson
Managing Consultant
Outlook Associates, Inc.
Long Beach, CA
(562) 432-5253
mjackson@outlookassoc.com
==================

***** [HIT] HIPAAhopping: Business Partners - For Educational Purposes Only ********
>>> "Alan S. Goldberg" <healthlawyer@hotmail.com> 08/23/00 08:06AM >>>
Here is my latest effort at a "For Educational Purposes Only" HIPAA business

partner clause, WITHOUT WARRANTIES EXPRESS OR IMPLIED and WITHOUT RECOURSE
IN ANY EVENT; try it on for size:

"If and to the extent, and so long as, required by the provisions of 42
U.S.C. 1171 et seq. enacted by the Health Insurance Portability and
Accountability Act of 1996 and regulations promulgated thereunder, but not
otherwise, BUSINESS PARTNER does hereby assure Customer that BUSINESS
PARTNER will appropriately safeguard protected health information made
available to or obtained by BUSINESS PARTNER. In implementation of such
assurance and without limiting the obligations of BUSINESS PARTNER otherwise

set forth in this Agreement or imposed by applicable law, BUSINESS PARTNER
hereby agrees to comply with applicable requirements of law relating to
protected health information and with respect to any task or other activity
BUSINESS PARTNER performs on behalf of Customer, to the extent Customer
would be required to comply with such requirements.   The agreement of
BUSINESS PARTNER set forth in the two next preceding sentences, and the
additional provisions relating to permitted and required uses and
disclosures thereof that shall be from time to time provided to BUSINESS
PARTNER by Customer in accordance with applicable law, constitute a contract

between Customer and BUSINESS PARTNER establishing the permitted and
required uses and disclosures of such protected health information by
BUSINESS PARTNER. In amplification and not in limitation of the provisions
of this Agreement including this Section of this Agreement, BUSINESS PARTNER

agrees that BUSINESS PARTNER will:

(A) Not use or further disclose such information other than as permitted or
required by this Agreement;

(B) Not use or further disclose the information in a manner that would
violate the requirements of applicable law, if done by Customer;

(C) Use appropriate safeguards to prevent use or disclosure of such
information other than as provided for by this Agreement;

(D) Report to Customer any use or disclosure of such information not

provided for by this Agreement of which BUSINESS PARTNER becomes aware;

(E) Ensure that any subcontractors or agents to whom BUSINESS PARTNER
provides protected health information received from Customer agree to the
same restrictions and conditions that apply to BUSINESS PARTNER with respect

to such information;

(F) Make available protected health information in accordance applicable
law;

(G) Make BUSINESS PARTNER's internal practices, books, and records relating
to the use and disclosure of protected health information received from
Customer available to the Secretary of the United States Health & Human
Services for purposes of determining Customer's compliance with applicable
law (in all events, BUSINESS PARTNER shall immediately notify Customer upon
receipt by BUSINESS PARTNER of any such request, and shall provide Customer
with copies of any such materials);

(H) At termination of this Agreement, return or destroy all protected
health information received from Customer that BUSINESS PARTNER still
maintains in any form and retain no copies of such information; and

(I) Incorporate any amendments or corrections to protected health
information when notified pursuant to applicable law.

If and to the extent required by the provisions of 42 U.S.C. 1171 et seq.
enacted by the Health Insurance Portability and Accountability Act of 1996
and regulations promulgated thereunder, but not otherwise and only from and
after Customer elects to cause this sentence to take effect and to be a part

of this Agreement (which Customer may, but need not, unilaterally cause to
occur by notice to BUSINESS PARTNER thereof, whereupon the following portion

of this sentence shall automatically take effect prospectively from and
after the date of such notice), the individuals whose protected health
information is disclosed under this Section of this Agreement shall be
intended third party beneficiaries of the provisions of this Section of this

Agreement.

Without limiting the rights and remedies of Customer elsewhere set forth in
this Agreement or available under applicable law, Customer may terminate
this Agreement without penalty or recourse to Customer if Customer
determines that BUSINESS PARTNER has violated a material term of the
provisions of this Section of this Agreement.

BUSINESS PARTNER agrees that this Agreement may be amended from time to
time by Customer if and to the extent required by the provisions of 42

U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith."

Comments, suggestions, critiques, brickbats, and accolades accepted; but never any IIHI, please.

--Kind regards, Alan S. Goldberg, Boston
  Moderator, HIT listserv   http://www.healthlawyer.com
  If this email is not for you, please get rid of it.
  Nothing in this email is legal advice; if that's
  what you want, please hire a competent lawyer.
  And if you are under age 13, go play somewhere else.

-----Original Message-----
From: Mike W. Hubbard [SMTP:mhubbard@smithlaw.com]
Sent: Wednesday, August 23, 2000 10:24 AM
To: 'hit@healthlawyers.org'
Subject: FW: [HIT] Security regulations

Per draft privacy regulation section 164.506(e)(1), a covered entity may not disclose PHI to a business partner without satisfactory assurances from the business partner that it will appropriately safeguard the information. Query what constitutes "satisfactory assurances" in light of the proposed security regulations, even if such regulations do not directly apply to a business partner.
-----Original Message-----
From: Ross Hallberg [mailto:ross.hallberg@jmmdhs.com]
Sent: Tuesday, August 22, 2000 6:37 PM
Subject: RE: [HIT] Security regulations

I think it is more like you are not covered by HIPAA if you are not a covered entity or have not signed a business partner agreement making you sort of a covered entity. Even if you are covered by HIPAA, you do not have to "involve yourself" with electronic transactions, unless you are a payer, and then involovement is mandatory.

Ross Hallberg
Corporate Compliance Officer
John Muir - Mt. Diablo Health System
Ph: 925-947-3344
Fx: 925-947-3225
E: ross.hallberg@jmmdhs.com

From: dsweigert@opennetwork.com [mailto:dsweigert@opennetwork.com]
Sent: Tuesday, August 22, 2000 2:22 PM
To: Cole Laura J.
Cc: hit@healthlawyers.org
Subject: Re: [HIT] Security regulations

The word I hear at these HIPAA conference is this...

You are not covered by HIPAA if you do not involve yourself in HIPAA Transactions; i.e. X.12N EDI transactions.

dgs

"Cole, Laura J." wrote:

>Although the proposed regulations seem clear, the"expert" literature is

>confused as to whether theHIPAA security regulations apply only to providers
>engaged in covered transactions. For example, how about an e-health site
>that may receive personal health information but does not engage in covered
>transactions? Is it subject to the security regulations?
>
>

>
>This e-mail is sent by a law firm and may contain information that is
privileged or confidential. If you are not the intended recipient, please
delete the e-mail and any attachments and notify us immediately.

_____
Get Your Private, Free E-mail from MSN Hotmail at http://www.hotmail.com

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Health Lawyers Association.

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Commands@HealthLawyers.org with the following command
in the text of the message: unsubscribe HIT

>>> "Marvin Felli" <MFelli@co.kern.ca.us> 01/09/01 07:21PM >>>
You may find the attached report interesting. It details some of the issues we
will have taking paper claims into HIPAA compliant systems. a giant Thank You
to all the Medicaid State Agencies who are taking part in this study. All
states will be able to benefit from the analysis as they plan their
implementations.
Sheila Frank
HCFA Medicaid
+++

X12N SEQUENCE PROPOSAL FROM SNIP

also attached below.

++

Interesting Article from AFEHCT from Ed Armitage (attachment)
"news brief HIPAA revised in 2001"
+++

Association of Electronic Health Care Transactions - paper on Contract
        Language, information on the ASPIRe HCFA 1500 to 837
        Workgroup, etc. at   www.afehct.org

You should look at this one, it will likely impact us all early in the process.
++

Last year AFEHCT and WEDI sponsored the Internet Interoperability Pilot.
The final report is posted there as well as individual task groups progress.
www.edisec.org   A lot of the issues that you are researching are in this
report. The first and foremost issue for certificate management is the
development of the policies. Careful and focused effort on the policies is
key to the digital certificate task.
++
*** Paper or Electronic Records ***

   Under the Proposed HIPAA Privacy Rule, paper records were not
   necessarily covered. One had to "look to the source" to know if
   specific records were covered by HIPAA. No more.

   The Final HIPAA Privacy Reg was published last week in the
   Federal Register and included several changes. Likely the single
   biggest change is that the final reg covers personal medical
   records in all forms.

   The proposed reg had applied primarily to electronic records.
   Paper records were covered only if they had at some point existed
   in electronic form.

   The final reg extends protection to all types of personal health
   information created or held by covered entities. Oral
   communications and paper records (no matter what their source)
   are now covered.

   For more information about the final privacy reg, go to:
   http://www.hipaadvisory.com/regs/finalprivacy/
++

How Do We Direct Your Call? ***

   Sometimes private health data may simply be the information
   that a person is a hospital in-patient. Historically, family
   and the clergy have been given the "right" to this information.
   Will this change under HIPAA?

   The Final Privacy Rule permits directory information to be given
   to members of the clergy and to anyone who asks for a person by
   name. That directory information includes the patient's name,
   location in the hospital, her condition in general terms and
   her religious affiliation.

   Patients must be allowed the opportunity to be removed from the
   directory or limit what information is given to whom. The
   proposed rule had required that a patient "opt-in" to the
   directory. Now, to be excluded from the directory, a patient
   must "opt-out" of it -- slightly easing the administrative burden
   on hospital staff.

   For more information on the Final Privacy Rule, go to:
   http://www.hipaadvisory.com/action/privacy/
   and
   http://www.hipaadviosry.com/regs/finalprivacy/
++

By the by, the final privacy rule is now keyword searchable at HIPAAdvisory.

Here are some interesting editorials on the rule, running counter to the
earlier NY Times article.

Philadelphia Inquirer Editorial
Medical information-sharing among a patient's doctors should
be pro forma. The same goes for disclosures needed for
insurance payment. Beyond that, patients should be leery.
http://inq.philly.com/content/inquirer/2000/12/21/opinion/ONETHU21.htm

USA Today Editorial
Patients have to wait another two years. That's plenty of time for
mischief-making by a health industry that repeatedly has used its clout
to block patient privacy reforms, while profiting from the sale and use
of sensitive patient information. With real reform finally on the horizon,
health-industry lobbyists shouldn't be allowed to obstruct the view.
http://www.usatoday.com/news/comment/edtwof2.htm
+++

This information is provided by the MGMA Department of Government Affairs.
MGMA members with questions or comments may e-mail MGMA Government Affairs
directly at
govaff@mgma.com.

HHS RELEASES FINAL MEDICAL RECORDS CONFIDENTIALITY RULE

At a press conference this morning President Clinton announced the release of
the final regulation governing the confidentiality of medical records. The
rule's implementation deadline is 26 months from the date of publication.
MGMA will be examining the rule and will post a detailed analysis on our
website as soon as possible. Early information from HHS indicates that the
rule contains the following key provisions:

· The rule covers all paper records and oral communications as well as
electronic records.

· Patients must receive a clear written notice of their rights, explaining
how their medical information will be stored, used and disclosed. Patients
will have the right to obtain, within 60 days of their request, a disclosure
history listing entities that obtained information unrelated to treatment or
payment.

· Written consent must be obtained in advance from the patient for routine
transfer of information. A single signature would cover the disclosure of
information for treatment and billing, but additional signatures would be
needed for other uses, such as disclosure of medical information to an
employer. Permission to release medical information cannot be required as a
condition of treatment. For most disclosures of information, such as
billing, providers may send only the minimum information necessary. For
purposes of treatment, providers have full discretion in determining what
information to send to other providers.

· Providers must ensure compliance with these standards by their trading
partners. If they know of a violation by a trading partner and take no steps
to correct that situation, the provider can be held responsible for violating
the rules. It is expected that providers will write trading partner
agreements that ensure each party complies with the law.

MGMA will be holding an audiconference on this important and comprehensive
regulation. When the date and time are finalized they will be announced in a
future Leglink. The text of the privacy final rule can be viewed on-line at
http://aspe.os.dhhs.gov/admnsimp/. A more detailed article covering the
privacy rule can be seen on MGMA's website at
http://www.mgma.com/legislation/ga_article.cfm?article_id=666.

Errick Woosley, MPA
(812) 934-3949
+++

SNIP
Transactions and Code Sets
Sequencing Proposal

Objective

The purpose of this proposal is to establish industry priorities and provide a framework for an orderly transition to implementation of the HIPAA ANSI ASC X12N Transactions and Code Sets Standards as defined in the final rule dated August 17, 2000.

HIPAA Transactions

837 – Health Care Claim or Encounter

835 - Health Care Claim Payment/Remittance

270 – Health Insurance Eligibility request verification for covered benefits

271 – Health Insurance Eligibility response verification for covered benefits

834 – Enrollment/Dis-enrollment to a health plan

276 – Health Care Claim inquiry to request the status of a claim

277 - Health Care Claim response to report the status of a claim

278 – Health Care Services, to request authorizations and referrals

820 - Premium Payment, for enrolled health plan members

Transaction Groups – this schedule will implement the transactions in a step by step sequence. The sequencing allows the industry time to implement and test one or a few transactions at a time. We've called these steps group 1 through group 5, because in some cases we're implementing more than one transaction in the step, due to inter-transaction relationships. For example, the claim and claim payment transactions are grouped together, because these two transactions will depend on data requirements from the other.

The proposal identifies three significant implementation timeframes with staggered dates for the different transaction groups.

Implementation Phases

1. Beta/Pilot Testing - the date when organizations should plan to begin beta/pilot testing of their system/application enhancements required to reach a state of readiness to process HIPAA transactions. This testing would involve the transferring transactions between two covered entities. Vendor software is available and covered entities have already completed internal system testing. During this time, a health plan would conduct beta/pilot testing with a few selected providers/employers to verify their systems work properly with other external entities.

2. Health Plan Readiness – For each transaction group, these are the dates when a Health Plan to begin accepting production HIPAA transactions from willing trading partners, this assumes their beta/pilot testing is completed. This will begin the transition

process, moving providers from the old formats to the new X12 transactions. During this phase, prior to accepting transactions in production, each trading partner would be expected to perform some initial testing to verify each entity is sending and receiving transactions properly. Also, during this time health plans will continue to support current processes, until the transition is complete for all their customers. Current processes would include any proprietary formats, standards (e.g., UB92 Flat File, NSF) or older versions of the X12 transactions. Health Plans should not require providers to submit HIPAA compliant transactions prior to this timeframe.

3. Migration Completion - the point in time when all covered entities must complete their conversion to the HIPAA transaction standards. This date, October 16, 2002, corresponds to the 2-year mandate set forth in the HIPAA Final Rule for Transactions and Code Sets.

Deployment Sequence and Implementation Schedule Table

Phases	Group 1	Group 2	Group 3	Group 4	Group 5
Transactions included with each Group	837 835	270/271 834	276/277	278	820
Beta/Pilot Testing Start Dates	Jul 1, 2001	Dec 1, 2001	Feb 1, 2002	Mar 1, 2002	May 1, 2002
Health Plan Readiness Start Dates	Oct 1, 2001	Mar 1, 2002	May 1, 2002	June 1, 2002	Aug 1, 2002
Migration Completion Date	Oct 16, 2002	Oct 16, 2002	Oct 16, 2002	Oct 16, 2002	Oct 16, 2002

Pharmacy Transactions – still under discussion

Transaction Sequencing Decision-Making Rationale

The WEDI SNIP Transactions - Sequencing Workgroup considered the following factors when developing the transaction sequence and schedule.

1. The 26- month implementation requirement is a short time period to implement all the transactions with minimal cushion time between transaction groups.

2. Current industry implementation experiences with the transactions. It will probably take longer to convert existing trading partners that already have electronic implementations either X12 or other standards (e.g., UB92 and NSF). For this reason, the largely implemented transactions have been placed early in the sequence

3. Development time needed for transactions not largely in use today coupled with less time needed for deployment for existing implementations. For these reasons transactions have been placed closer to the end of the implementation window.

4. Logical integration of business processes and data flows.

5. Inter-transaction dependencies related to data content and code sets (e.g., J codes to NDC codes, type of service, taxonomy codes for specialty codes, claim status codes, anesthesia qualifier).

6. Transaction complexity. It may take longer to implement more complex transactions (i.e., claims) therefore they were placed early.

7. Some transactions will have a positive impact on providers, reducing costs, improving efficiency, and improving core business processing. This coupled with what is believed to be a relatively easy development and implementation led to the decision to deploy the 270/271 transactions early in the schedule.

8. Pilot availability due to mission-critical business events (i.e., open enrollment for health plans) led to early an early deployment of the 834 transaction.

9. NCHICA and UHIN sequence and schedule.

10. State regulations (e.g., NJ HINT).

Related Documentation

> The AFEHCT White Papers were used as the basis for the proposal and are available on the web site http://www.afehct.org/.

> Transaction – Sequencing Workgroup Meeting Minutes

Remaining Issues

At the time of the release of this document, a number of issues remained open for further discussion and collaboration within the WEDI SNIP Transactions Work Group. Following is a list of these issues, and our plans for discussion with the Sub-Work Groups (SWG's) of this Work Group.

1. The use of NDC Codes replacing the HCPCS J-Codes created a significant obstacle for the work group to overcome while developing this schedule. This issue will have an impact on inter-transaction dependencies and paper forms. The problem is further exacerbated by translation issues, which are discussed below in item 2. WEDI SNIP will continue to address this issue within the Business Issues SWG, but would like to re-emphasize the WEDI recommendation that the use of NDC codes be limited to retail pharmacies, and not be required on other HIPAA transactions.

2. There are some concerns that converting to the new clinical code sets at the same time an entity converts to the X12 transaction may not be possible. The issue is that during the transition this approach may introduce problems that will be difficult to resolve; namely, that J-codes and some of the local code changes will not translate easily between the HCPCS used today and the new national code sets replacing them. Specifically, there are instances where the new national code sets will have several equivalent codes to one HCPCS code. While the transition from the current transaction to the new transactions occurs, not all transactions will be implemented for a provider or a health plan at the same time. Therefore, the new code sets can't be utilized for those transactions not yet converted; leaving the requirement to be able to translate back and forth, from old to new code sets, between the different transactions (e.g., claims vs authorizations). This could prove to be unsupportable if we can't find a one-to-one mapping between the old and new code sets.

> The Translations and the Business Issues SWG's will work on this and similar translation issues. If a crosswalk can be developed and agreed to by the industry between the old and new code sets, then we believe we can resolve the issue. However, if a crosswalk can't be developed, then this may need to be revisited and code sets may need to be implemented as their own group at the end of the schedule.

Instructions for Submitting Comments:

There will be an open comment period on this proposal during the month of November 2000. To comment, please go to the WEDI SNIP Web-site and enter the Issue Discussion Forum, where you'll be able to read other comments and enter a new comment if desired to this issue – Proposed Deployment Sequence / Implementation Schedule.